

The complaint

Mrs F complains about the service she received from Countrywide Assured Plc in relation to her investment bond.

What happened

Mrs F is the owner of an investment bond with Countrywide, which was originally held with her husband, Mr F. Sadly in December 2023 Mr F passed away, so the bond was moved into her sole name.

In April 2024 and again in July 2024, Countrywide sent out the quarterly statements for the bond, addressed to Mr F, “*c/o claims, notified of death*” with Mrs F’s county and postcode. Mrs F received one of these statements eventually, but only after it had been opened by others. She complained, with the help of her son, who holds power of attorney for her, and his wife. For simplicity within my decision, I’ll just be referring to any submissions as being from Mrs F.

Mrs F was worried about the data breach and had been caused a great deal of upset to receive a letter addressed to her late husband. Countrywide upheld the complaint, apologised for the mistake and offered £100 to each of Mrs F and her son. They also explained their procedures had been updated to ensure this type of error didn’t happen to anyone else, and that the breach had been reported to their Data Protection Officer.

Mrs F was unhappy with the offer and referred to guidance about compensation for data breaches, which suggested compensation starting at £2,000. Countrywide explained that the guidance referred to was issued by a private company, not by the Information Commissioner’s Office, who hasn’t issued guidance for compensation. They explained when considering compensation, they refer to the guidelines issued by our service. Having reconsidered the situation, they increased the compensation to £200 each.

Mrs F asked whether the statement that hadn’t made it to her had been returned to them and they confirmed it hadn’t been returned, but that no unauthorised parties had attempted to gain access to the bond. Mrs F remained unhappy, so referred the complaint to our service, explaining that she felt an award of up to £1,500 would be fair.

An investigator at our service considered the complaint and found that he couldn’t comment on the offer of £200 made to Mrs F’s son, as he wasn’t the customer of Countrywide and so wasn’t eligible to complain. However, in relation to the £200 offered to Mrs F he felt this wasn’t enough and recommended that Countrywide pay £300 instead. In summary, he explained:

- There’s no question that Countrywide caused the problem and so his focus was on how they should put that right.
- Larger awards are usually made where there are repeated errors causing longer term impact. He wasn’t persuaded that Countrywide’s errors would’ve solely caused serious disruption to Mrs F’s daily life over a period of many weeks or months.

- He appreciated that Mrs F was in a particularly vulnerable mental state at the time of finding out about the way the letters were addressed and that Countrywide's actions exacerbated that, particularly at the time she eventually received the statement.
- He couldn't award compensation for the totality of the distress Mrs F experienced – just that related to Countrywide's actions.
- There was no evidence that anyone had used Mrs F's personal details and we only award compensation for what has happened, not for situations that may happen in future.
- He considered Mrs F's disappointment with the time taken by Countrywide to reply to her complaint. However, as they replied within the time allowed under the rules, he couldn't say they took an unreasonable amount of time.

Mrs F didn't agree with the investigator's findings, in summary because she had been caused a great deal of worry and distress. She explained that under the eggshell skull principle set out in case law, defendants can be held liable for the full extent of harm caused – defendants must take victims as they find them and can't use a pre-existing condition to limit their liability. As the investigator wasn't persuaded to change his mind, the complaint has been passed to me for a decision.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I've reached the same conclusion as the investigator, for largely the same reasons. The investigator set out his opinion clearly and I've summarised the key points above. There's little of value that I can add to what's already been said, which is reflected in the length of my decision - I don't mean Mrs F any discourtesy by this, it's simply that my focus is on the issues at the heart of her complaint.

I'm sorry to hear about the very difficult time Mrs F was experiencing following the death of her husband – she was clearly suffering following the loss. I've no doubt Mrs F was very upset to learn other people had read one of the statements and that the other has not been found. Hopefully she's found it somewhat reassuring that Countrywide has been able to confirm there's been no inappropriate attempts by third parties to use her personal information to access the bond.

I've carefully considered the points made about the eggshell skull principle and how that should apply here. In general, I agree that it's fair to say someone already in a vulnerable state would likely be impacted more by a problem, than someone who experienced the same problem but wasn't vulnerable. Compensation ought to reflect that.

To illustrate how I've applied that to Mrs F's situation, it might be helpful to explain that I've considered what award would be fair, if Mrs F hadn't recently experienced the loss of her husband. It's unlikely I'd be awarding £300 in that situation - a smaller amount of compensation would probably be fair, perhaps of £100 to £150. So, in my view, Mrs F is entitled to more than around £100, to account for the vulnerable state she was already in, when Countrywide caused her further concern.

I've considered the breadth of the error and its impact. Effectively the discovery of the error happened once in August 2024. I do appreciate her worry over the use of her data continued after discovering the problem, and the distress she was caused by the way the letters were addressed wasn't isolated. However, this isn't a situation where Mrs F has discovered a multitude of errors on many dates, where she's had to contact Countrywide every time. I'm

also conscious of the fact that Countrywide also resolved the situation within a reasonable time frame once they were contacted – so they didn't cause further problems.

For the above reasons, I've not been persuaded to increase the amount of the award over the £300 recommended by the investigator. I am satisfied that £300 is fair and reasonable compensation for the distress and inconvenience caused by Countrywide here.

My final decision

I uphold this complaint. Countrywide Assured Plc should pay £300 to Mrs F for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 5 September 2025.

Katie Haywood
Ombudsman